

PREPARED BY AND RETURN TO:

EBI, INC.  
P. O. BOX 867  
NEW ALBANY, MS 38652  
PH: 662-534-4774

DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
CASTLE ROCK CREEK SUBDIVISION  
AS RECORDED IN PLAT BOOK 110, PAGE 35-36  
SECTION 33, TOWNSHIP 3 SOUTH, RANGE 6 WEST  
DESOTO COUNTY, MISSISSIPPI

INDEX: PART OF THE NW 1/4 & SW 1/4, SEC. 33, T3S, R6W

These covenants, limitations, and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until December 31, 2020, at which time said covenants, limitations and restrictions shall be automatically extended for successive ten (10) year periods unless by a vote of two thirds (2/3) of the lot owners in the subdivision it is agreed to change the said covenants, in whole or in part. Each lot within the subdivision shall have one (1) vote per lot for the purpose of changing the covenants. If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants, limitations or restrictions herein, it shall be lawful for any person or persons owning a lot, or lots, in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, limitation or restriction, to either restrain violations or to recover damages. Invalidity of any one of these covenants, limitations, or restrictions by judgment or court order, shall in no wise affect any of the other provisions, which shall remain in full force and effect.

1. No lot within the subdivision may be subdivided. Only one residence per lot will be permitted.
2. All dwellings or other structures on lots must be in compliance with the requirements of the DeSoto County planning commission. Purchaser/builder assumes the responsibility of having property tested and inspected as needed for foundation design.

3. No structure (house, detached garage/building) shall be erected, placed, or structurally altered upon any lot until the building plans, specifications and plot plan showing the location of such building has been approved by the developer as to conformity of quality and exterior design and as to topography and finished grade elevation.
4. There is an 1800 heated/cooled square foot minimum on residential structures. One and a half (1 ½) or two (2) story houses must have 1400 heated/cooled square feet down. All construction to be finished within 12 months of the slab being poured. Houses to be 60% brick and/or stone. All houses must have at least a 2-car garage and no more than a 3-car garage. No garages attached to the house may open to the front. Roof shingles are to be 3 tab or architectural
5. All driveways installed to the property from its abutting roadway must use a pipe of sufficient size and length to insure proper drainage, if a pipe is needed. Driveways are to be limestone, asphalt, or concrete.
6. All fence materials and placement of fences must be approved by developer.
7. No structure of a temporary nature such as basements, tents, sheds, garages, barns, motor homes, campers or other out buildings shall at any time be used either temporarily or permanently as a residence.
8. All water wells and sewer disposal units must be approved by the DeSoto County Health Department and comply with their regulations.
9. Easements for the installation and maintenance of the utilities and drainage areas are reserved as shown on the plat. There is a 50-foot front yard minimum setback from the front lot line on each lot and a 35-foot rear yard setback and a 15-foot side yard setback, as per plat, or as approved by developer; the set back from Jordan Creek shall be a minimum of 50 feet or three times the distance measured from top bank to top bank, whichever is greater, as stated on the plat.
10. Castle Rock Creek Homeowner's Association shall be responsible for maintaining any and all ditches, at the direction and approval of the DeSoto County Board of Supervisors. No common areas or open space areas are included as part of this subdivision. Homeowner's Association annual assessment is \$100.00 due payable by May 1 each year.
11. No offensive trade or obnoxious activity may be carried on upon any lot nor may anything be done thereon which may be or become a nuisance or annoyance to the neighborhood. No business or trade of a commercial nature may be carried on upon any lot.
12. No dumping or accumulation of trash, garbage, discarded personal effects, building materials, appliances or other debris shall be permitted. Trash, garbage, and other waste or rubbish shall be kept in a sanitary container provided specifically for that purpose. All equipment for the storage and disposal of such materials shall be approved by the county and shall be kept in a clean and sanitary and orderly condition.

13. No unlicensed, abandoned, inoperable or junked vehicles, or parts of vehicles, may be kept on any of the lots in the subdivision or within the right-of-way of the roads within the subdivision. No dump trucks, 18 wheeler tractors or trailers are permitted.

14. No animals may be raised, bred, or kept for commercial purposes. Household pets may be kept. All dogs must be contained within a fence and owners must adhere to the county leash law. All swine and goats are prohibited. For every two acres, one (1) horse is permitted. Other animals may be permitted at the developers discretion, in writing.

15. Invalidation of any one of these covenants by judgment or court action shall in no wise affect any of the other provisions, which shall remain in full force and effect. Failure on the part of the owner of any lot in the subdivision, or any addition thereof, to object to the violation of any provision herein contained or to institute legal proceedings to enforce any such provision, regardless of the duration of such failure shall not constitute a waiver of or estoppel to assert any right conferred by these covenants, restrictions, and land limitations.

16. These covenants, limitations, and restrictions, or any part of them, may be amended only by the vote of the owners of 50% of the lots in the subdivision after the developer ceases to own a lot. The developer may amend these covenants at anytime as along as he owns one lot.

This 29<sup>th</sup> day of June, 2011.

EBI, INC.

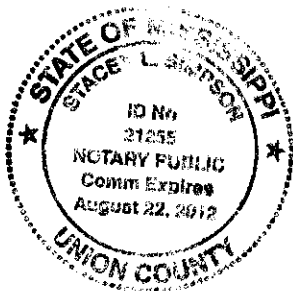
BY:

Robert M. Bailey  
Robert M. Bailey

STATE OF MISSISSIPPI  
COUNTY OF UNION

Personally appeared before me, the undersigned authority in and for the state and county aforesaid, Robert M. Bailey, who acknowledged that he is President of EBI, Inc., a Mississippi corporation, and, being duly authorized, he signed and delivered the above and foregoing covenants for and on behalf of said corporation and as his own voluntary act and deed.

Witness my hand and official seal, this 29<sup>th</sup> day of June, 2011.



Stacy L. Simpson  
Notary Public